



Superior Court of California, County of Tulare

TRAFFIC SCHOOL REVIEW & MONITORING PROGRAM

The Superior Court of California, County of Tulare, hereinafter "Court", desires to solicit qualified proposals for the purchase of Traffic School Monitoring System services in support of adult and juvenile traffic matters, pursuant to the provisions of Section 11205(l) of the California Vehicle Code. The Court is currently assessing Nine Dollars (\$9.00) on every traffic citation for which an individual is ordered or permitted to attend traffic violator school, pursuant to Vehicle Code section 11205(m). This Request for Proposal (RFP) is expected to result in a contract with firm fixed pricing for services as defined by the contract. The contract term shall be for two (2) years, with two (2) additional one (1) year renewal options.

The Court adjudicates all adult and juvenile traffic matters that occur in Tulare County. The Court has the option to order a convicted traffic offender to attend Traffic Violator School (TVS) if that defendant qualifies under the statutes. An accused traffic offender also has the option to request TVS in lieu of paying the full bail and receiving a Department of Motor Vehicles conviction on his/her driver's license. Currently, the average number of adult traffic violators paying fines, forfeiting bail and registering for traffic school is approximately 1,020 per month.

The Court proposes to enter into a service agreement with a California based not-for-profit agency to provide services to the Court. California Vehicle Code sections applicable to the requested services may be found under Chapter 1.5 of Division 5 (commencing with Section 11205) and Chapter 1, Article 1 of Division 18 (commencing with Section 42005).

I. SCOPE OF WORK

The Court requests proposals from qualified vendors to contract for a Court Assistance Program (CAP) as provided for in the California Vehicle Code. The successful vendor will be required to work directly with the staff of the Court's Traffic Divisions in order to create and maintain a program which is effective and efficient for all Court customers. The successful vendor shall be responsible to consult with the Court Executive Officer or his/her designee to determine the specific needs of the Court in relation to traffic school matters.

II. EXPLANATION OF COSTS

All costs associated with the monitoring of traffic violator schools shall be offset by the current traffic school assessment of \$9.00, which is the current fee assessed each traffic violator if traffic school is requested or ordered by a judicial officer. Vendor shall agree to

perform all services outlined in the final contractual agreement at its sole cost and expense, and the Court shall incur no financial liabilities. Fees to subsidize the program are referred to in CVC 11205(m) and are not subsidized by the Court's budget.

Vendors should provide any additional cost data associated with their proposal, including initial setup costs (if additional).

III. PROPOSAL PROCESS

Proposals will consist of technical and cost proposals, vendor qualifications and experience, and references. **One original and four copies of the completed proposals are required. The original proposal must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine.** Failure to clearly mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration.

The following shall be included in your proposal, at a minimum:

A. Technical Proposals:

The Technical Proposal should contain an executive summary, clearly convey the scope of work, and clearly address the following:

Exceptions to the Specifications

Exceptions to the specification of any bid item must be fully described in writing.

Work Performance History and Capability

Vendors shall provide the company name, contact person, locations, phone numbers, and a narrative statement on the work performed for a minimum of five (5) comparable contracts during the past five (5) years. A short resume on the general history and experience of the Agency's organization shall be provided along with a statement of financial resources indicating the ability to maintain an adequate staff, equipment capable of complete and satisfactory support and performance of the contract.

Designated Contact

Vendor is required to provide the designated contact individual's name and address as requested under Section III (EVALUATION OF PROPOSALS AND NEGOTIATIONS).

Operational Plan

The proposals should describe an operational plan which demonstrates an understanding of and the capability to provide a Traffic School Monitoring System.

Contract Terms

Attached for review is a draft copy of the Court's contract to be awarded to the successful bidder for this project. Should prospective bidders take exception to the Court's contract terms, said exceptions must be noted in the proposal response.

Specific elements to be addressed in the technical proposal include:

- A detailed operational plan for fulfilling the Traffic School Monitoring System requirements as defined within this Request for Proposal.
- Demonstration of vendor's ability to employ and train a sufficient number of employees to efficiently and effectively handle the traffic violator school functions. One part-time and four full-time employees are employed by the current vendor to fulfill this requirement.
- Demonstration of vendor's ability to provide back-up personnel if vendor's employees are unable to work due to illness, injury, or any other circumstance.
- Demonstration of vendor's ability to monitor and inspect all traffic violator schools and home study programs which are approved by the Tulare County Superior Court. The vendor is expected to prepare and submit reports as required by the codes and regulations governing all traffic violator schools and home study programs and as defined by the scope of this Request for Proposal.
- Demonstration of vendor's ability to monitor the instruction of all classroom and home study courses at least once every ninety (90) days or sooner as requested by the Court.
- Demonstration of vendor's ability to report all monitoring information to the Court on a timely basis.
- Description of the specific steps which vendor will take if a complaint is received from a traffic violator, or the Court, on a traffic violator school, or home study school, which states that the school may be in violation of one or more mandated guidelines.
- Information regarding the vendor's ability to provide general liability, worker's compensation and employer's liability, motor vehicle liability, and professional liability insurance, naming the Superior Court of California, County of Tulare as additional insured.
- Acknowledgment that proof of non-profit agency status will be provided as required prior to the execution of an agreement.

- Information concerning vendor's process and contact person for resolving issues related to service provider services such as personnel or monitoring services.
- Examples of any contracts which are made between the vendor and traffic violator schools and home study programs.

B. Vendor Qualifications/Experience:

A statement of qualifications of the vendor and a description of vendor's history and financial capability is required.

The proposal should address the experience of your agency and its staff as it relates to these types of services. Each bidder shall provide a short narrative statement on the ability and capacity of their organization to supply the services and material specified. It should also address the experience of individual staff member(s) who will be assigned to manage the contract. If any subagencies are used, they must be disclosed and you must include a description of their qualifications.

C. References:

Please include the names, addresses, and phone numbers of a minimum of five references for which your agency has provided a Traffic School Monitoring System for at least one year similar to the one described in this Request For Proposal. References will be contacted.

IV. EVALUATION OF PROPOSALS AND NEGOTIATIONS

Evaluation of the proposals is expected to be completed within thirty (30) days after their receipt. Technical proposals, qualifications and experience, and the reference portion of the proposals will be evaluated to determine the proposal that provides the best service to the Court, and the Court's customers. Overall responsiveness to the Request for Proposal is an important factor in the evaluation process.

The criteria upon which the evaluation of proposals will be based are as follows:

- Overall responsiveness to and compliance with the Request for Proposal. Proposals must be neat, complete, and fully address technical, cost, vendor experience and qualification, references, and evaluation concerns.
- Ability of proposed services to meet all requirements found in the specifications.
- Vendor's qualifications, references, and experience providing traffic school monitoring services for other municipalities and courts of similar size and

complexity. (Includes experience of individual staff member(s) who will be assigned to manage the contract. A single, experienced vendor sales representative is preferred.)

- Proposed transition plan for converting from current contract to new contract without creating a disruption in the current delivery of services.

All proposals, offers, and counter-offers, prior to contract negotiation, will be extended through the Chief Financial Officer whose name, address, and telephone number are shown in Section VIII of this RFP (VENDOR INQUIRIES). Contract negotiations will be conducted by the Chief Financial Officer or his designee. Award will be made by a panel of Court staff. No other officer or agent may obligate or bind the Court. The vendor should name one person who will be an authorized agent of Agency able to conduct negotiations and submit written offers in good faith and provide that person's address and phone number in their proposal.

V. SPECIAL PROVISIONS

TRAFFIC VIOLATOR REGISTRATION: The Court makes no claims concerning the actual number of traffic violators who are ordered, or choose, to forfeit bail and register for traffic school each month. The monthly usage as shown in this document is an averaged estimate only and is subject to change on a monthly basis.

PATENTS AND ROYALTIES: All costs involved in fees, royalties or claims for any patented invention, article, process, or method that may be used upon or in any manner connected with the supply of this material/service shall be paid by the vendor. Should the vendor, his agent, or employees or any of them be enjoined from furnishing or using any invention, article, material, or plans supplied or required to be supplied or used under the contract, the vendor shall promptly substitute other articles, materials, or appliances in lieu thereof equal finish, efficiency, quality, suitability, and market value, and satisfactory in all respects to the Court. Or in the event that the Court elects, in lieu of such substitution, to have supplied and to retain and use any such inventions, articles, materials, or plans as may be required to be supplied, the vendor shall pay such royalties and secure such valid licenses as may be requisite for the Court, its officers, agents, and employees, or any of them to use such invention, article, materials, or appliances without being disturbed or in any way interfered with by any proceeding in the law or equity on account thereof. Should the vendor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then, in the event, the Court shall have the right to make such substitution or the Court may pay such royalties and secure such licenses and charge the vendor even though final payment under the contract may have been made.

VI. PROPOSAL DUE DATE:

Sealed proposals, subject to the Request for Proposal provisions and specifications, will be received at the office indicated below until **3 pm on April 8, 2005.**

Russell Bennett
Chief Financial Officer
Tulare County Superior Court
221 South Mooney Boulevard, Room 303
Visalia, CA 93291

VII. ESTIMATED SCHEDULE

Proposal Available	March 18, 2005
Bidders' Conference	March 25, 2005 at 3pm 3 rd Floor Law Library
Proposals Due	April 8, 2005 at 3pm
Award Contract	April 22, 2005

VIII. VENDOR INQUIRIES

For information concerning RFP procedures and regulations, interested parties may contact:

Liz Campbell, Court Administration
Tulare County Superior Court
221 South Mooney Boulevard, Room 303
Visalia, CA 93291
ecampbell@tulare.courts.ca.gov

GENERAL PROVISIONS

PROPOSALS

Agencies are required to submit a proposal on **all** bid items. Proposal submittals which do not have all items bid will not be considered.

Cash discount must be shown on proposal; otherwise prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

This Request For Proposal shall result in a firm, fixed price contract.

In case of default by the Agency, the Court may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Agency, the difference between the price named in the contract or purchase order and the actual cost thereof to the Court. Prices paid by the Court shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Chief Financial Officer.

All prices and proposals must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the proposal.

All proposals must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

SUBMISSION OF PROPOSALS

Information must be furnished complete in compliance with the terms, conditions, provisions and specifications of the Request For Proposal. The information requested and the manner of submission are essential to permit prompt evaluation of all proposals on a fair and uniform basis. Accordingly, the Court reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information is provided.

Proposals and modifications or corrections thereof received after the closing time specified will not be considered.

Proposals shall be for the total net price including all applicable taxes and charges.

No telegraphic, telephone or facsimile of proposals will be accepted. If a photocopy is to be submitted, it must be signed in original, in ink.

If you do not bid, return this Request For Proposal and state reason, otherwise your name may be removed from our mailing list.

PROPOSAL POSTPONEMENT AND AMENDMENT

The Court reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective Agencies. Prospective Agencies are defined as those Agencies listed on the Court's Request For Proposal list for this material/service or who have obtained his/her documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the Court shall enable Agencies to revise their proposals. In any case, the proposal opening shall be at least five working days after the last amendment; and the amendment shall include an announcement of the new date, if applicable, for the opening of proposals.

SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Request For Proposal, a detailed cost proposal may be requested of the single Agency. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

PROPOSAL WITHDRAWAL

After the proposals are opened, proposals may not be withdrawn for thirty (30) calendar days. Prior to the date/time set for the proposal opening, however, proposals may be modified or withdrawn by the Agency's authorized representative in person, or by written telegraphic notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written or telegraphic notices shall be received in the office indicated in Section VIII, Vendor Inquiries, of this Request For Proposal no later than the exact date/time for the proposal opening. A telegraphic modification or withdrawal received in the designated office by telephone from the receiving telegraph office no later than the date/time set for the proposal opening shall be considered if such message is confirmed by a copy of the telegram.

ESTIMATED QUANTITIES

The quantities shown in the Request For Proposal are an estimate only. Since the exact quantities cannot be predetermined, the Court reserves the right to adjust quantities as deemed necessary to meet its requirements.

AGENCY INVESTIGATION

Before submitting a proposal, each Agency shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Court upon which the Agency will rely. If the Agency receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Agency from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Agency for additional compensation. *[NOTE: Refer to Special Provisions Section and/or Minimum Specifications for any additional terms and conditions.]*

COMPETENCY OF AGENCIES

No proposal will be accepted from or contract awarded to a Agency who is not licensed in accordance with the law, who does not hold a license qualifying it to perform work under this contract, to whom a proposal form has not been provided and who has not successfully performed on projects of similar character and scope. The Agency may be required, before the award of any contract, to show, to the complete satisfaction of the Court, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. Generally, Agency history and references are required at a minimum. The Court may make reasonable investigations deemed necessary and proper to determine the ability of a Agency to perform the work, and the Agency shall furnish the Court all information requested for this purpose. *[NOTE: Refer to Special Provisions Section and/or Minimum Specifications for any additional terms and conditions.]*

AWARD

The Court reserves the right to accept proposals on individual items listed, on group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the Court.

In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant factors. Agencies shall be required to provide the information requested in Section III (Proposal Process), under "Work Performance History and Capability". This information will be a critical part of the proposal evaluation and award. Failure to provide this information may be sufficient reason to declare the proposal non-responsive. The Chief Financial Officer shall be the sole judge in the determination of these matters.

The Chief Financial Officer will notify all parties of the award. In order to give the Chief Financial Officer ample time to prepare, all requests for information after the proposal has

been awarded must be submitted in writing.

FEDERAL & STATE TAX

Prices quoted shall not include Federal Excise Tax. California Sales Tax of seven and one half percent (7.5%) will be paid on material discretely priced in accordance with the contract payment schedule. Sales Tax will not be applied to services.

IMMIGRATION REFORM CONTROL ACT OF 1986

Agency shall be responsible for compliance with the Immigration Reform Control Act of 1986.

COMPLIANCE WITH LAWS & REGULATIONS

All materials, parts and equipment furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of California and OSHA. The Agency shall, if requested by the Court, supply certification and evidence of such compliance.

NON-COLLUSION AFFIDAVIT

The Agency declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Agency has not directly or indirectly induced or solicited any other Agency to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Agency or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Agency has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Agency or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Agency, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Agency has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

PROPOSAL CONTENTS

This proposal consists of the Request For Proposal, Proposal, Provisions, Specifications,

Attachments and other terms and conditions as are attached or incorporated by reference in the schedule of the Request For Proposal.

EXHIBIT A

CONTRACT FOR TRAFFIC VIOLATOR SCHOOL MONITORING SERVICES

This Memorandum of Understanding is for the period of May 7, 2005 through June 30, 2007, by and between the Superior Court of California, County of Tulare, (hereafter referred to as "Court") and _____, a California non-profit corporation (hereafter referred to as "Agency").

WHEREAS:

(a) Under the provisions of the California Vehicle Code, Court offers an opportunity for accused traffic offenders to attend private traffic safety schools as a diversion and in lieu of judicial proceedings of charged traffic offense; and

(b) Court referral of accused traffic offenders to private traffic safety schools in lieu of judicial proceedings places an administrative and cost burden on Court and Court presently has no ability to monitor the performance of such private traffic safety schools; and

(c) Agency is a private, non-profit corporation which possesses knowledge, expertise and resources available to Court at no charge to establish a more efficient traffic school referral and monitoring system, and

(d) It is to the advantage of the Court to utilize the services of Agency.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Agency will provide the following services to the Court in order to assist with the Court's existing Traffic Violator School program;

1. Staffing

- A. Agency shall provide personnel to perform the services pursuant to CVC 11205 (l) and (m) of this agreement at all of the Court's Divisions.
- B. Under provisions of the Court's current service contract, the vendor has placed five individuals in clerical positions within the court, who provide service as outlined in this agreement. These individuals shall suffer no

separation from service, reduction in hours, or other financial loss based solely upon any change in vendors or vendor organizational changes, including any vendor successor rights and privileges.

C. Agency shall:

- i. Advertise and screen candidates to be interviewed.
- ii. Allow a member of the Court to be present while Agency conducts the interview to determine the candidates' ability to meet the requirements of the position including, but not limited to, skill level, flexibility, professionalism, and communication skills.
- iii. Conduct reference check and employment background verification prior to making a job offer to the successful candidate(s).
- iv. After the Agency identifies a candidate(s) that meets the Court's requirements, Agency shall contact the Court representative to obtain consent to proceed.
- v. Agency agrees to fingerprint and bond successful candidate(s).
- vi. Agency agrees to conduct orientation and train staff to perform said services.

D. The Court reserves the right to approve and disapprove the assignment of Agency's staff to this Agreement if the Court's opinion is that the individual's performance is unsatisfactory. If the Court exercises this right, Agency shall remove the individual from the assignment and find a replacement candidate pursuant to paragraph C.

E. If the Court disapproves the continuing assignment of Agency's personnel for unsatisfactory performance, the Agency shall:

- i. Contact the individual in the evening on the day the Court has requested that the individual be removed and inform the individual that the assignment has been terminated.
- ii. Arrange for next-day pick up of any badge, security card, material or data that the individual may have in their possession and return to the Court. Court reserves the right to retrieve badge, security card or court property on individual's final day of employment.

- iii. Arrange for pick up of any personal items left at the Court's premises and return of these items to the individual.
- F. Agency shall provide personnel with the necessary supplies and materials to provide the services pursuant to this Agreement prior to employment and on an on-going basis as may be necessary. All such supplies and materials will be delivered to the Court's location where said personnel are providing service.
- G. Personnel provided by the Agency shall be proficient, demonstrating knowledge and comprehension of the traffic violator school requirements, the purposes and goals of such requirements, and the specific statutes and rules of court relevant to the monitoring services. As needed, they shall participate in training to stay current with Vehicle Code changes and Court requirements.
- H. Agency is responsible to communicate with the Human Resources Department regarding labor laws, etc.
- I. Court shall notify Agency immediately or within twenty-four (24) hours of discovery of any cash overages/shortages resulting from the cashiering responsibilities of Agency employees. Agency shall reimburse the Court for any monetary losses caused by an Agency employee.
- J. Agency is responsible to assist employees whenever there is a back-log and schedule back-up staff for Court coverage for long term illness and/or vacation.
- K. Agency's Directors shall be available twenty-four (24) hours a day including weekends to assist employees should they be unable to report to work.
- L. Agency is responsible for handling all issues that may occur regarding employee's job performance, work related injuries or any other issues that may require the Court's assistance. Agency shall request the Court Manager's input with "Notices to Improve", employee evaluations, and/or performance issues.
- M. Agency is responsible for discharging employees at the Court's request, as set forth in Article 1, paragraph E.
- N. Agency is responsible for attending Employment Development Department hearing and appeals.

- O. Agency shall maintain continual contact with Court Managers and Supervisors to determine the employee's progress and/or concerns.
- P. Agency is responsible to prepare employee time sheets and payroll information.

2. Compensation

Agency shall be paid by Court the fees for the services provided at a rate of nine dollars (\$9.00) for each traffic violator who pays fees to the Court to attend a traffic school or a home study program. Fees shall be collected by the Court in compliance with CVC11205(m) and forwarded to Agency no later than 60 days after the end of each month.

3. Monitoring Services for Classroom and Internet Traffic Schools

- A. Agency shall provide all defendants eligible for the Court traffic violator school referral program with a list of Court approved traffic violator schools located in Tulare County. In addition, Agency shall provide all defendants with a listing of internet, video, audio, and text courses approved by the Court. Out-of-county defendants shall be provided with a list of statewide, DMV licensed, Court approved traffic schools.
- B. Agency is responsible to notify the Court regarding Traffic Violator Schools that are victimizing the Court's clients.
- C. Agency agrees to monitor Traffic Violator School classes and Internet Programs in compliance with CVC 11204(l). Monitoring services described below are included in Agency's rates.
- D. Agency shall monitor each program to ensure compliance with established rules for confidentiality of records.
- E. Agency shall inspect each administrative office and classroom location of schools participating in the program to ensure the environment is conducive to learning and safety with standards established by the DMV.
- F. Agency shall monitor instruction at each traffic violator school classroom location as provided by VC 11205(l). Trained monitors shall perform the monitoring function.
- G. Agency shall complete and submit monitoring reports to both the Court and the DMV as provided by VC 11205(l) for whatever action is deemed necessary.

- H. Agency shall provide monthly to the Court a statewide list of schools for distribution, as specified in 11205(l) of the Vehicle Code.
- I. Agency will conduct investigations of the Traffic Violator Schools or Internet Home Study Programs at the Court's or DMV's request. Investigations may involve sending an undercover person to monitor a traffic school to investigate a complaint that may have been made. Reports on any investigations that are performed must be submitted each month to the Court and DMV.

4. Agency's Responsibilities

Agency shall perform all services contemplated by this Agreement at its sole cost and expense. Court shall incur no financial liabilities as a result of Agency's services hereunder. Fees to subsidize the program are referred to in CVC 11205(m) and are not subsidized by the Court's budget.

Except as above, neither party hereto shall assign or delegate any interest in or duty under this agreement without the prior written consent of the other, and no such assignment or delegation shall be of any force or effect whatsoever unless and until the other party shall have consented.

The parties intend that Agency, in performing the services hereinafter specified, shall act as an independent Agency and shall have control of the work and the manner in which it is performed. Agency and its employees or sub-Agencies are not to be considered as agents or employees of the Court and are not entitled to participate in any pension plan, insurance, bonus or similar benefits Court provides its employees.

Court has relied upon the professional ability and training of Agency as a material inducement to enter into this agreement. Agency hereby warrants that all its work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws. Agency shall indemnify, hold harmless and defend Court, its agents and employees from and against any and all actions, claims, damages, disabilities, losses for injury, including death, or expenses including attorneys fees and witness costs that may be asserted by any person or entity including Agency arising out of or in connection with the activities necessary to perform the services and complete the tasks provided for herein whether or not there is concurrent passive or active negligence or willful misconduct of Court. This indemnification obligation is not limited in any way by any limitation in the amount or type of damages or compensation payable by or for the services and tasks described in this agreement or its agency under worker's compensation acts, disability benefit acts or other employee benefit acts.

Court and/or Agency shall have the right in its sole discretion to terminate this agreement by giving notice to the other party and allowing either party the right to correct the issues. In the event that either party cannot resolve the infractions and or issues, a thirty (30) day written notice would suffice, except in those cases whereas considerable harm could come to the Court and/or its agents, this agreement could be terminated at will.

Agency shall comply with all applicable federal, state and local law, rules and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability.

4. Insurance Requirements

With respect to performance of work under this agreement, Agency shall maintain and shall require all of its sub-Agencies, consultants, and other agents to maintain, insurance as described below:

General: The Agency shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the Court shall not be deemed or construed to have assessed the risks that may be applicable to the Agency under this Agreement. The Agency shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Agency warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

Minimum Scope and Limits of Insurance: The Agency shall maintain coverage and limits no less than the following:

Workers' Compensation at statutory requirements of the State of residency.

Employers' Liability with limits not less than \$1,000,000.00 for each accident.

Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage.

Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.

Professional Liability: Errors and Omissions [or Malpractice]; \$1,000,000.00.

The following Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Agency, Broadform Property Damage, Personal Injury, Product, and Completed Operation coverage.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to, and approved by, the Court. The deductible and/or self-insured retention of the policies shall not limit or apply to the Agency's liability to the Court and shall be the sole responsibility of the Agency.

Other Insurance Provision: The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:

The Court, its officers, officials, employees and agents are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Agency in connection with this Agreement.

To the extent of the Agency's negligence, the Agency's insurance coverage shall be primary insurance as respects the Court, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the Court, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Agency in any way.

The Agency's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

The Agency shall provide the Court certificates of insurance satisfactory to the Court evidencing all required coverage before Agency begins any Work under this Agreement, and complete copies of each policy upon the Court's request.

If, at any time the foregoing policies shall be or become unsatisfactory to the Court, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Court, the Agency shall, upon Notice to that effect from the Court, promptly obtain a new policy, and shall submit the same to the Court, with the appropriate certificates and endorsements, for approval.

All of the Agency's policies shall be endorsed to provide advanced written Notice to the Court of cancellation, non-renewal, and reduction in coverage, within fifteen (15) Days, mailed to the following addresses: Superior Court of California, Tulare County, 221 South Mooney Boulevard, Room 303, Visalia, CA 93291-4548

In accordance with Section 11205(m) of the Vehicle Code, the Superior Court of California, County of Tulare, shall charge a traffic violator a fee to defray the cost incurred by Agency for the monitoring reports and services provided to the Court. These fees shall be collected by the Superior Court of California, County of Tulare, and remitted to Agency

on a monthly basis. The monthly remittance shall be mailed to Agency within thirty (30) days after the close of each month.

Term of Agreement: The term of this Agreement shall be from May 7, 2005 to June 30, 2007, unless terminated earlier in accordance with the provisions stated above. This agreement may be renewed upon consent of both parties.

4. Termination

This agreement may be terminated by either party, in whole or in part, with a thirty (30) day written notice.

DATED:

DATED:

Agency Signing Authority
Agency Signing Authority Title
Agency Name

LaRayne Cleek
Court Executive Officer
Superior Court of California,
County of Tulare